

# FNB Channel Islands

## Banking Terms and Conditions

Date last amended: 27 January 2022



In this document “you” or “your” refers to the account holder and “we”, “us” “our” or “Bank” refers to FirstRand Bank Limited, Guernsey Branch trading as FNB Channel Islands, regulated by The Guernsey Financial Services Commission (GFSC) and licensed to conduct banking under The Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended.

These are the terms and conditions that govern the relationship between you and the Bank. It is important that you read and understand these terms and conditions. Where there is any uncertainty regarding any of the terms or conditions, you are required to contact the Bank to obtain clarity. These terms and conditions are to be read together with any other terms and conditions and Pricing Guides that may be applicable to your relationship with the Bank, including but not limited to the Remote Banking terms and conditions, Foreign Exchange terms and conditions and inContact terms and conditions.

We may from time to time amend these terms and conditions, by notifying you of the changes on 20 (twenty) days’ notice. If you are not happy with the changes, you have the right to end the agreement prior to the expiry of 20 (twenty) days after notification of the changes has been sent to you. The changes will be binding on you and will form part of the agreement upon expiry of the 20 (twenty) day period.

If you are required to contact us as advised in these terms and conditions, or have questions relating to these terms and conditions or any other agreements that may be relevant to your relationship with the Bank, please contact the FNBCI Service Suite on 087 730 6010 (SA Local) or +27 (0)11 369 1500 (SA International) or +44 148 174 8138 (UK) or by email on [info@fnbci.co.uk](mailto:info@fnbci.co.uk).

## 1. Definitions

- 1.1. **“Access mechanisms”** means those mechanisms issued by the Bank to enable you to transact by means of the Banking Channels;
- 1.2. **“Account suspension”** means your account will be placed on a ‘hold’ status, for whatever reason stipulated in these terms and conditions or any other terms and conditions applicable to your relationship with the Bank, and you will not be able to perform any transaction;
- 1.3. **“Agency Bank”** means a UK payments scheme member with direct access to the UK payment systems and who acts as a sponsor bank to non-members facilitating indirect access to the UK payment systems;
- 1.4. **“Application form”** means the application form signed by you when applying for your banking product(s);
- 1.5. **“Banking Channels”** means any transactional method made available which includes the Online Channel, Banking App and the FNBCI Service Suite;
- 1.6. **“Banking product”** means the account(s) that you have selected to open with the Bank;
- 1.7. **“Card”** means any FNBCI Debit Card linked to any FNBCI account (hereinafter referred to as “Debit Card”);
- 1.8. **“Card number”** means the number embossed on a Debit Card for identification at payment terminals;
- 1.9. **“Conditions of Use”** means the conditions of use of any FNBCI Debit Card;
- 1.10. **“Correspondent Bank”** means a financial institution that provides services on behalf of another financial institution in a foreign country. It can facilitate wire transfers, conduct business transactions, accept deposits and gather documents on behalf of another financial institution;
- 1.11. **“Days”** means business days and excludes Saturdays, Sundays and official public holidays;
- 1.12. **“FNBCI”** means Firstrand Bank Limited, Guernsey Branch trading as FNB Channel Islands;
- 1.13. **“GFSC”** means the Guernsey Financial Services Commission, the Regulatory Authority for financial institutions in the Bailiwick of Guernsey;
- 1.14. **“GBP”** means Great British Pounds (Sterling);
- 1.15. **“Joint Account Holder”** means an individual (natural person) who holds an account jointly with another individual or other individual(s);
- 1.16. **“Nominated Account”** means an FNBCI call or current account;
- 1.17. **“Transaction”** means every client driven activity on the banking product/s executed via any of the access mechanisms;
- 1.18. **“Transaction fee”** means any bank charge for a transaction;
- 1.19. **“Verification methods”** means the PINs, Debit Card number/s, passwords, specimen signatures and any other form of verification the Bank may implement to enable you to use the Banking Channels;
- 1.20. **“OTP”** means a One Time PIN sent to an account holder’s mobile phone or personal device for verification of a transaction;
- 1.21. **“PIN”** means a personal identification number issued to enable you to transact on the banking product/s;
- 1.22. **“Remote Banking”** refers to the self-service Banking Channels;
- 1.23. **“Savings account”** means a Call account; Notice deposit account; or Fixed term deposit account;
- 1.24. **“Telephone banking”** means transactions conducted by telephone, whether by giving instructions or by means of automated transactions, whether voice-prompted or not;

## 2. Account opening

- 2.1. In order to make use of these banking products, you are required to be at least 18 (eighteen) years of age.
- 2.2. The Bank will only proceed to open your account upon satisfactory completion of the application form, and any other account opening forms. The Bank will also only open the account after all account opening checks have been completed and once all the required documentation has been provided. The Bank will advise you once the account is available for use. It remains in the Bank's discretion whether an application will be successful, and an account will be opened. Unless there is an obligation placed on us in law to do so, we are not required to provide you with reasons where we decide not to open an account.
- 2.3. You will need to ensure that the information we have on record for you remains up to date at all times. Where any change has taken place, you are required to notify us thereof as soon as possible. The Bank cannot be held liable in instances where changes have taken place and we have not been advised of the changes.
- 2.4. In order to open the Current Account and Savings Accounts, certain minimum deposits may be required from time to time. Information on the required minimum balances can be found at [www.fnbc.co.uk](http://www.fnbc.co.uk) or by contacting the FNBCI Service Suite. Should you not make a deposit into your Current Account(s), Call Account(s) and/or Notice Deposit Account(s) within 12 (twelve) months from the date the account is opened, we will close the account without prior notice given to you. Should you not make a deposit into your Fixed Deposit Account(s) within 1 calendar month from the date the account is opened, we will close the account without prior notice to you.
- 2.5. You will be required to contact the FNBCI Service Suite to facilitate the initial deposit into your 32 Day Notice Account and/or Fixed Deposit Account. These accounts can only be funded via an inter-account transfer, i.e from your existing FNBCI Current Account and/or Call Account.
- 2.6. We will not be responsible for any damages or loss suffered by you, whether alleged or proven, caused by any delays in the opening of an account.
- 2.7. The terms, features and benefits of an account are only available once we have advised that the account is available for use.

## 3. Transactions

- 3.1. In order to transact, you need to ensure you have sufficient funds available in your account to carry out the transactions.
- 3.2. You will be entitled to transact on the banking product/s by means of the Banking Channels provided, subject to the terms and conditions of use of the Banking Channels.  
**You shall be entitled to operate any of the Banking Channels in any manner that the Bank may offer from time to time and shall specifically be entitled to:**
  - 3.2.1. Withdraw funds deposited to the banking product/s;
  - 3.2.2. Apply for and take delivery of any access mechanisms and verification methods;
  - 3.2.3. Authorise any Debit Card transaction;
  - 3.2.4. Issue instructions to make payments;

- 3.2.5. Transfer funds between accounts.
- 3.3. The Bank may place a reasonable limit on the money that may be withdrawn or transferred at any time. Certain products, such as fixed term savings products, may not allow withdrawals.
- 3.4. You will be liable for all transactions and the Bank will be entitled to assume that all transactions are authorised by you, even if you fail to sign any sales or cash voucher, including mail orders or written authorities.
- 3.5. You will be liable for all unauthorised transactions if you are negligent in the use or handling of the access mechanisms, in safeguarding the verification methods or in delaying notifying the Bank of lost or stolen access mechanisms or verification methods.
- 3.6. The Bank may in its sole discretion monitor, record and use as evidence all instructions given by you.
- 3.7. It is your responsibility to ensure that information and instructions are given correctly when conducting transactions.
- 3.8. The Bank is not obliged to, nor does it verify your transaction information such as account numbers, branch numbers, branch names, account holder names and transaction amounts.
- 3.9. The Bank may refuse to make payment in respect of any transaction or refuse to allow withdrawals if the available balance for the particular banking product you wish to utilise does not have sufficient funds to carry out the transaction/withdrawal or if there has been any other breach with regards to the banking product. If the Bank does make payment or allow a withdrawal where the available balance will be exceeded, this does not mean that the Bank has provided you with a credit facility, nor is it a waiver of the Bank's rights and the excess amount is immediately repayable. A service fee is charged for each payment honoured, where there is insufficient funds in your account. Applicable fees can be found in the Bank's Pricing Guide on our website.
- 3.10. You indemnify the Bank for any damages, losses, injury, claims or expenses that arise directly or indirectly from the Bank carrying out illegal or incorrect instructions (of whatever nature) given by you.
- 3.11. Where conflicting payment instructions are received in connection with the account(s) held with the Bank, it remains in the discretion of the Bank whether to act on such instruction, without incurring any liability for such action.
- 3.12. The Bank will always endeavour to correctly process instructions received relating to your account. The Bank will not be liable for any loss or damages suffered by you or a third party as a result of a bona fide error arising during the processing of instructions relating to your account.

## 4. Self-service Banking Channels

- 4.1. The Bank will determine at its own discretion which Banking Channels will be available from time to time. Not all banking products will necessarily be available on all Banking Channels. In addition to these terms and conditions, the Remote Banking terms and conditions apply specifically to the use of the Online Channel and the Banking App.
- 4.2. You are required to take reasonable care with regard to security and otherwise when using the Banking Channels

and the Bank will be authorised to debit your account with any transaction made using the Banking Channels. For your safety you must follow the security tips/recommendations we give you on the Banking Channels from time to time.

- 4.3. The Bank may cancel or alter the Banking Channel(s) without affecting your liability to the Bank or incurring any liability to you. We will advise you of changes to the Banking Channel(s) within a reasonable notice period.
- 4.4. The use of any of the Banking Channel(s) is at your own initiative and at your own risk.
- 4.5. The use of any of the Banking Channels is subject to any procedures and restrictions imposed by the Bank from time to time.
- 4.6. Any access mechanism is issued in the Bank's discretion and remains its property.
- 4.7. You are responsible for ensuring that no unauthorised person uses or has access to the access mechanisms and the verification methods. If the verification methods are used in a public place or unsecured environment you must ensure that the confidentiality and secrecy of the verification methods are not compromised.
- 4.8. It is your responsibility to ensure that access mechanisms that have been cancelled or no longer required by you are destroyed. You will be liable for any continued use of the access mechanisms not destroyed.
- 4.9. The Bank does not warrant that the Banking Channel(s) are suitable for any particular purpose or performance.
- 4.10. The Bank will not be liable to you if the access mechanisms are not accepted or honoured by any merchant or other party, or if the Bank declines to approve any transaction.
- 4.11. The use of a Banking Channel by you after your authority to use the Banking Channel has been suspended or cancelled will constitute fraud and the Bank may publish or give notice of the suspension or cancellation to any merchant or other person. You will have no claim against the Bank in respect of such notification.
- 4.12. No merchant is the Bank's agent or acts on its behalf. The Bank will credit any refund by a merchant to the banking product/s on receipt of the credit transaction. Any claim or dispute between you and any merchant or payee will not affect the Bank's right to receive payment from you or give rise to any right of set-off or counterclaim against the Bank.
- 4.13. In the event that you wish to cancel any transaction or stop the payment of any transaction, the Bank will endeavour to accommodate you subject to any laws, rules, practices or procedures that it may be bound by or which it may set. If the Bank is unable to cancel a transaction or stop the payment of a transaction, then it will still be entitled to debit your banking product/s with the amount of the transaction. In the event that the Bank elects not to debit your account, you agree to cede any claim you may have against the beneficiary of the transaction to the Bank.
- 4.14. You are required to contact us immediately if you suspect that someone knows your PIN/password to gain access to your account, if you believe that someone has accessed your account or if your details have been lost, stolen or compromised.

## 5. Repayment

- 5.1. You must repay any debit balance (overdrawn amount), being the amount in excess together with interest and

costs owing on the banking product/s within 7 (seven) days of receipt of a notice from the Bank requesting repayment.

- 5.2. Repayment will be made in the currency of the applicable banking product/s without any set-off, withholding or deduction.
- 5.3. Any amount repaid will be apportioned firstly towards interest, then costs and lastly toward repayment of the excess (overdrawn amount).
- 5.4. You are entitled to repay all or part of the debit balance at any time.
- 5.5. You may authorise the Bank in writing to debit another bank account with the amount outstanding.
- 5.6. Your repayment amount, if applicable, will vary in accordance with the outstanding balance.
- 5.7. If the law allows, we have the right, without notice to you, to combine any or all accounts that you may have with us and to set off any amount that you owe to us or to a Correspondent Bank against any amount you have in any of your accounts, as set out in clause 11.5.

## 6. Deposits and Inward Payments

- 6.1. No cash deposits are accepted. Deposits may only be made via financial instruments, for example a cheque deposit or electronic payment. Only cheques denominated in GBP will be accepted.
- 6.2. The proceeds of any financial instrument deposited or electronic transfer to the banking product/s will be regarded as a payment only if it is honoured. Until then, the Bank will not be obliged to make any payment against it.
- 6.3. In the event of the Bank nevertheless making payment against the financial instrument or electronic transfer, and such financial instrument or electronic transfer is subsequently dishonoured, the Bank will be entitled to reverse any entry relating to such financial instrument or electronic transfer and any loss and costs occasioned by such dishonour will be borne by you in full.
- 6.4. The Bank may at its discretion effect a hold against any payment until it has been cleared by the issuing/paying bank. The funds may be returned to the issuing/paying bank where due diligence has not been carried out.
- 6.5. Delays may be caused in receiving a deposit or payment into the account as a result of a number of factors. At all times, the Bank will endeavour to clear the funds as soon as reasonably possible. The Bank will not be held liable for any losses/damages caused as a result of the delay in crediting an account.
- 6.6. Any deposits received will be apportioned firstly to debit interest, then costs, and lastly toward repayment of the banking product/s that may be owing.
- 6.7. No interest will be earned while a deposit is being honoured or before an account has been opened.
- 6.8. Neither the bank nor any employees or officials of the bank, including its directors, shall be liable to you where any deposit is not honoured for failing to comply with any due diligence requirements in respect of deposits. You indemnify the bank, its employees and officials for any lost interest or costs incurred where the funds have been returned to the issuing/paying bank.
- 6.9. It is recommended that you ensure that you or a party depositing or paying funds into your FNBCI accounts

makes the deposit in the same currency as that of the FNBCI account. For example, where you have a GBP current account, we recommend that the deposit be in GBP.

- 6.10. In the event that an inward payment to FNBCI is not denominated in the same currency as the currency of your account, the payment may be rejected. Under certain circumstances, and at the discretion of FNBCI, the payment may be accepted. Should such a payment be accepted, you may incur additional charges due to a currency conversion process which is required to clear the funds into your account. The currency conversion shall take place at an applicable exchange rate referenced by FNBCI at the time and date of conversion. Any additional charges will be debited to the account receiving the deposit, and the Bank will not be held liable for any losses or damages you may suffer as a result of these additional charges being applied, or, as a result of the conversion that is required including any resultant delay in the crediting of your account.
- 6.11. **Please note that should a currency conversion be processed:**
- 6.11.1. You may experience a delay in the time taken for funds to reflect in your account;
- 6.11.2. It is not possible to negotiate the rate of currency conversion during this process;
- 6.11.3. You may not be informed that a currency conversion process is underway.
- 6.12. If any cheque is deposited in your account, the proceeds will be credited to your account once the cheque is cleared by our Agency Bank. You agree that we can clear cheques by making use of any clearing system. While acting in good faith and exercising reasonable care, we will not accept responsibility for ensuring that you have lawful title to financial instruments collected.

## 7. Payments

- 7.1. When you make an electronic payment you provide the Bank with all the required details, including the sort code, account number and the name of the person or organisation you intend to pay. Only the sort code and account number are used to route the payment in accordance with your instructions and you must therefore ensure that these details are correct. The Bank is not currently a member of the Confirmation of Payee (CoP) scheme which allows the account name to be checked to ensure that payments are being made to the intended recipient.
- 7.2. The Bank makes use of SWIFT (Society for Worldwide Interbank Financial Telecommunications) network, which enables you to make cross border/foreign currency payments. These payments may take between 3-5 days. Therefore the onus is on you to ensure sufficient time is provisioned when making payment commitments. For more information, visit [www.swift.com](http://www.swift.com).
- 7.3. **When making use of SWIFT, you are provided with 3 (three) fee/service charge type options, all of which differ in terms of who (between the sender and receiver of the payment) will bear the costs (which may include charges by correspondent banks) of the associated transaction. As such these charges may differ depending on the way the payment has been requested. These three options include:**

- 7.3.1. **“SHARE”** (also known as SHA) - The sender (you) will pay fees to the sending bank i.e. the Bank's transaction charge/fee. The receiver will receive the amount transferred, minus the correspondent/intermediary bank charges. Correspondent/intermediary bank charges may be applicable if your Bank's appointed correspondent bank charges a fee or makes use of an intermediary bank which charges a fee to process your payment. In both scenarios, the correspondent/intermediary bank may deduct a fee off your capital amount, therefore the onus is on you to make provision should a fee be applicable.
- 7.3.2. **“OUR”** - All fees will be charged to you as the sender - i.e. the receiver gets the full amount that you send. Any charges (as described in point 7.2.1) applied by the receiving or correspondent bank will be charged to you directly. Note: the receiving or correspondent bank's charges can take up to 6 months to be charged to your account. Important to note that the Bank does not have any sight or knowledge of if and when the receiving or correspondent bank will charge a fee. This will be solely dependent on whether the receiving bank charges a fee to receive incoming payments, or whether any correspondent bank that has facilitated the transaction charges a fee.
- 7.3.3. **“BENEFICIARY”** (also known as BEN) means the sender (you) is not charged for any fees related to the transaction. The receiver receives your payment minus all the related transaction charges.

7.4. **For domestic GBP payments within the UK, Channel Islands and Isle of Man the Faster Payments Scheme or Clearing House Automated Payment System (CHAPS) are used:**

- 7.4.1. The Faster Payment Scheme entails a payment processing method whereby electronic payments can be made the Banking Channels or through an email/telephone instruction to the FNBCI Service Suite. This payment method will only be utilised where both banks make use of the Faster Payment service. The Faster Payment scheme is available 24 hours a day, 7 days a week via your FNB Channel Islands Online banking profile and the payment instruction is processed on the day received. The service is free of charge.
- 7.4.2. For other domestic GBP payments made via the Banking Channels or through an email/telephone instruction to the FNBCI Service Suite, CHAPS will be utilised in order to facilitate the making of the payment. These payments need to be submitted between 08h00 and 13h00 UK time (excluding South African public holidays and weekends and Guernsey Bank holidays) in order to be processed on the same day. Should the payment fall outside the cut-off time of 13h00 UK time, your payment will be processed the following day. The onus is on you to ensure you meet the cut off time, should you require same day processing. In the event that CHAPS is used to facilitate a payment, a charge may be applicable and will be deducted from your Current/Call Account after the transaction has been processed. Applicable fees can be found in the Bank's Pricing Guide. CHAPS payment instructions provided to the

Service Suite will be followed by correspondence confirming that the transaction will be processed. CHAPS payments initiated via the Banking Channels will be followed by a notification confirming that they have been processed successfully. There is no limit to the value of this payment instruction and a fee is applicable for this service. The fee will be deducted from your Current/Call Account after the transaction has been processed.

Please note: This payment method will be used where both banks make use of CHAPS service.

**7.5. For a payment to be processed using CHAPS:**

7.5.1. A unique identifier must be provided in order for the payment to be processed. A unique identifier could be the sort code and account number (domestic GBP payments) or IBAN (international payments).

7.5.2. The payment will be processed using only the unique identifier and not on the basis of the intended recipient's name. It is your responsibility to ensure that the correct details are provided as the Bank will not verify the intended recipient's name.

7.5.3. If you provide the intended recipient's name, you must provide the correct name that matches the account name associated with the unique identifier.

7.5.4. If you are making the payment on behalf of a corporate entity or non-natural person, you confirm that the payment is permitted and authorised under its constitutional documents and any applicable law.

**7.6. When you receive payments through CHAPS:**

7.6.1. Subject to clause 7.6.3 below, where you have received funds in error, the Bank may only debit your account in respect of the funds received in error with your permission.

7.6.2. If you dispute that you have received the funds in error, you agree that we may provide your contact details to the person who sent the payment and / or that person's bank.

7.6.3. Where you have received funds due to a system error e.g. duplication of payment, any bank participating in the CHAPS payment system will have an automatic right of debit to reverse the payment.

7.7. The processing of a transaction on the same day does not guarantee that the payment will be received by the recipient on the same day. Payments can take up to 5 (five) days to reflect in the recipient's account.

7.8. The above times are applicable to business days as defined in these terms and conditions. Where a payment instruction is submitted on any day or where it is submitted after these cut-off times, the transaction will only be processed on the next business day.

7.9. It is important to note that the relevant means of making the payment (i.e. Faster Payment or CHAPS) is further limited by the financial institution receiving the payment, and will only be processed by the relevant means if the receiving bank is able to support the receipt of the payment.

7.10. You may not be able to select (via the bank various channels) between utilising Faster Payments or CHAPS

as this is determined systematically or by the value of the payment.

7.11. Should you have any queries regarding the processing of payments or to dispute a payment, please contact us.

7.12. The Bank will endeavour to ensure payments are processed without delay but cannot be held liable for any delay in processing a payment for any reason including but not limited to delays that may be the result of incorrect/ incomplete information provided to facilitate the payment, where the receiving bank does not support a payment solution, where system downtime occurs or as a result of actions taken by a Correspondent Bank or our Agency Bank.

7.13. You will not be able to make payments to third parties from Fixed Deposit Accounts and 32 Day Notice Accounts. Where it is required to pay out funds to third parties from the Fixed Deposit Account (upon maturity) or the 32 Day Notice Account (after notice is given), the funds will first need to be transferred to your Current/Call Account in the same currency, following which the required payment can be made.

7.14. We may recover from you any funds which have been credited in error to your account/s, notwithstanding that you may have acted in good faith and utilised the funds in question. We may, on becoming aware of the error, debit your account/s or take other action as we, in our discretion, consider appropriate. Should we debit your account in these circumstances, we will not be liable for any loss or damage you may suffer as a result.

7.15. The Bank is enabled for BACS (Bankers Automated Clearing System) credits and debits.

7.16. BACS is a scheme for the electronic processing of financial transactions within the United Kingdom (GBP), and the collective name of its controlling group. Direct Debits and Direct Credits are made using the BACS system. Direct Debit is the safest and most cost-effective method of getting paid or for paying regular or occasional commitments. A Direct Debit is an instruction from a customer to their bank or building society authorising an organisation to collect varying amounts from their account, as long as the customer has been given advance notice of the collection amounts and dates. Customers are requested to visit and familiarise themselves with the BACS Direct Debit Scheme Rules as available on the BACS website [www.BACS.co.uk](http://www.BACS.co.uk).

**7.17. You must have sufficient funds available to make the payment:**

7.17.1. on the debit order date (day of payment), in the case of standing orders, direct debit to be made in Sterling currency from Sterling currency accounts or

7.17.2. for all other payments, at the end of the working day before it is due to be made.

7.18. The Bank will assume that you have agreed to us acting on a Payment Order received by us provided it complies with all payment validation rules.

7.19. Direct Debits that are collected in Sterling under the BACS Direct Debits Scheme will be taken during the working day only. The respective Debit Orders will not be deducted from your account on Saturdays, Sundays, UK public holidays and South African public holidays unless you notify the Bank in advance of a change of date.

7.20. Your Direct Debit authorization will be collected and in place for as long as we receive a request from BACS to

debit your account. Should you wish to cancel or amend your Direct debit, please contact us.

- 7.21. The onus is on you as the customer to check that your BACS Direct Debit is correct and in place. The Bank will not be liable for any disputes regarding the services provided. The Bank will at all times act as per instructions received from BACS.
- 7.22. You are to provide the Bank with notice of your intention to cancel the Direct Debit with Two (2) working days' notice. Anything less than Two (2) Working days will be deemed as insufficient notice and such Direct Debit will proceed to be collected from your account.
- 7.23. All cancellations must be accompanied by a Cancellation Indemnity form that will be provided by the FNBCI Service Suite upon request by you to the Bank. It is up to you as the customer to make an alternative payment arrangement for your Service Provider and to inform your Service Provider that the Direct Debit has been cancelled.
- 7.24. Should an error be made in the payment request of your Direct Debit, by your Service Provider, the Bank will not be responsible for your refund. You will need to arrange same directly with your Service Provider. Should a payment error be made by the Bank, you are entitled to a full and immediate refund.
- 7.25. An error considered in terms of a refund is defined in terms of the BACS Rules as an incorrect amount that has been taken off your account or a payment that has been taken off your account on the wrong date. Should you receive a refund you are not entitled to, you must pay it back when the Bank asks you to.
- 7.26. The following refund process applies (i) The Bank receives a request for a refund and will consider the request. (ii) If the indemnity fulfils one of the criteria for a valid claim, the Bank will refund directly to the payer. (iii) The bank will then raise an indemnity against the Customer's Service Provider. (iv) The Service Provider can choose to challenge the indemnity within the first 9 days or the amount will be debited after 14 working days. (v) The Service Provider then has a further 14 working days to raise a counterclaim depending on the reason code. (vi) The paying Bank will consider any counter claim and will act within 90 days to settle or dismiss.
- 7.27. Payment of Direct Debits will only be facilitated via the FNBCI Current Account, other accounts are excluded. You will not be able to make BACS payments from Call Accounts, Fixed Deposit Accounts and 32 Day Notice Accounts.
- 7.28. If any payment from your Bank Account is due when you do not have the necessary funds for the payment, we can exercise our right to refuse the payment.
- 7.29. We do not have to take account of regular Credits or any amounts received after we have decided not to make the payment.
- 7.30. We will not be held liable for any delay in processing a payment that may be the result of incorrect/incomplete information provided by BACS to facilitate the payment, where the receiving bank does not support a speedier payment solution or where system downtime occurs.
- 7.31. You can visit [www.BACS.co.uk](http://www.BACS.co.uk) or contact FNBCI service suite for all your Direct Debit details, information and queries. Should you have any other queries regarding the processing of payments, please contact the FNBCI Service Suite.

## 8. Debit Interest

- 8.1. Interest on any debit balance in the current account is calculated at a rate linked to the published rate of the Bank of England, and may vary based on the extent of the debit balance on the account.
- 8.2. The debit interest payable on your banking product/s will be calculated daily on the amount outstanding at the end of each day and will be compounded monthly and debited to your banking product/s. Debit interest will be charged from the date on which the account becomes overdrawn.
- 8.3. The Bank may vary the interest rate. You will be notified of such a variation (and of other related information) within 30 days after the effective date of such variation in the rate.
- 8.4. If any law or government regulation, or monetary requirements of any authority, or compliance by the Bank with a request from any central bank or other fiscal, monetary or other authority affecting banks generally, results in an increase in the cost to the Bank of funding the banking product/s, then the Bank shall be entitled to recover from you the increased cost of financing by varying the rate.
- 8.5. The interest rate shall not exceed a rate as published by the Bank from time to time.

## 9. Credit Interest

- 9.1. Credit interest is payable subject to the specific product rules and tiered interest rates which apply from time to time.
- 9.2. The Bank may vary the credit interest rates applicable to your products. You will be notified of such a variation (and of other related information) within 30 days after the effective date of such variation in the rate.
- 9.3. **Zero Credit Interest Rated Accounts (zero-interest rated option)**
  - 9.3.1. We offer a zero credit-interest rated option on our Current Account, Call Accounts, 32 Day Notice and Fixed Deposit accounts
  - 9.3.2. Should you wish not to earn interest on your new account, you must opt in for this by selecting it on the account application form.
  - 9.3.3. Should you wish not to earn interest on your existing account(s), you must notify us (through your banker and/or Banking Channels) and the credit interest rate code will be changed to zero (0%). Any interest earned on accounts prior to the date on which the interest rate code is changed, will not be reversed.
  - 9.3.4. If your existing account(s) is on the zero credit-interest rated option but you would like to start earning interest, you must notify us (through your banker and/or the Banking Channels). Should you elect not to utilise the zero-interest rated option, interest will only be earned when the interest rate code is changed and no back-dated interest will accrue.
  - 9.3.5. Credit interest options cannot be changed on existing fixed deposit accounts. Once an option has been selected, it will remain for the term that funds are fixed.

- 9.3.6. The zero-interest rated option is not a Shari'ah compliant banking product, and there is no option for profit share.
- 9.3.7. We do not make any assurances regarding the suitability of the zero-interest rated option and you alone are responsible for taking all necessary steps to satisfy yourself in this regard.

## 10. Statements

- 10.1. Statements will only be generated if there are transactions on your account during the statement period. If no transactions have been performed during the statement period, no statement will be generated. When a statement is generated, it will be made available on our platform and can be accessed for free using the Banking Channels.
- 10.2. Any overdrawn amount payable, if applicable, is reflected on your statement and is calculated on the basis of the debit balance on the statement date. You must pay any overdrawn amount due even if you do not receive a statement.
- 10.3. In the event that the account goes into unauthorised excess as a result of subsequent advances, interest rate fluctuations, the capitalisation of interest or any other cause, you are required to deposit immediately an amount, sufficient to reduce the debit balance to at least zero.
- 10.4. Should you request us to send you a statement via any other medium of transfer (e.g. e-mail or post), you acknowledge that the Bank has no control over the transmission or receipt of the statement. Statements will be sent according to your instruction, but will no longer be under the control of the Bank once sent.
- 10.5. **You agree that the Bank will not be liable for any loss or damages suffered by you as a result of: –**
  - 10.5.1. Any access to the content of the statements after being sent by the Bank, and
  - 10.5.2. Any failure to send or receive statements.
- 10.6. We may charge you for additional or historical statements. The Bank may amend applicable charges on notice to you.
- 10.7. FNB Channel Islands Interest Certificates are made available for the tax year end 31 December each year. To access your certificate (IT3B statement), please call the FNBCI Service Suite.
- 10.8. You must review your statements regularly to check the entries on your statements. You must report any mistakes or transactions done without your permission to the Bank within 30 (thirty) days from the date of the statement. If you don't do this we can assume the entries and transactions shown on the statement were correct or done by you or with your permission. We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time.

## 11. Fees

- 11.1. **The following fees (excluding debit interest) are payable in terms of the banking product(s):**
  - 11.1.1. A monthly account fee may be payable on your FNBCI Current Account should the minimum balance, as prescribed from time to time, not be

maintained. This fee will be debited against the account monthly in arrears.

- 11.1.2. **Service charges in respect of the following non credit related services:**
  - 11.1.2.1. A Debit Card replacement fee may be charged by the Bank for any lost, stolen or misappropriated Debit Card;
  - 11.1.2.2. Any applicable duties, charges, fees, taxes and levies payable by you for the use of any of the Banking Channels or any other service charged by the Bank and paid over to the relevant authorities or third parties, which amounts include (but are not limited to) Correspondent Bank fees;
  - 11.1.2.3. A fee for preparing and providing information and/or any documentation regarding your banking product/s in terms of a legitimate third party instruction for such information and/or documentation;
  - 11.1.2.4. A fee for monitoring a banking product/s in terms of any court order;
- 11.1.3. Collection costs, if incurred. Please note that collection costs will be charged by the Bank only in the event of the Bank having to enforce the terms and conditions of this/these banking product(s). Such collection cost will include legal costs as between an attorney and own client, collection commission, tracing fees and other fees or disbursements incurred by the Bank in collecting any amounts owing by you to the Bank, including value-added tax where applicable.
- 11.2. The Bank may vary the value of any fee charged by giving you at least 20 working days' written notice of any change and for more information on the fees above, you must consult the Pricing Guide at [www.fnbc.co.uk](http://www.fnbc.co.uk). or contact the FNBCI Service Suite.
- 11.3. The Bank will debit your account with all fees and costs payable by you.
- 11.4. Unless we advise you otherwise, all fees are non-refundable.
- 11.5. Correspondent Bank fees: Correspondent Banks will charge fees for the facilitation of interbank/intermediary transfers and may in certain instances only post the fees to your account up to six (6) months after a transaction. You warrant that you will remain liable for these fees and ensure that all fees due to a Correspondent Bank will be settled by you prior to the termination of this contract and the closure of your account. Should the Bank not be able to apply set-off as set out in clause 5.7 above, you will be contacted to provide the Bank with an alternative account in order for us to debit any fees that remain outstanding.

## 12. Agreement with the Bank

- 12.1. **Your agreement with the Bank consists of:**
  - 12.1.1. the application form signed by you;
  - 12.1.2. these Terms and Conditions;
  - 12.1.3. any debit order authority given by you;
  - 12.1.4. the Pricing Guide;
  - 12.1.5. other annexures, if applicable;

- 12.1.6. any authorities to transact signed by you from time to time
- 12.1.7. the Foreign Exchange terms and conditions;
- 12.1.8. the Remote Banking terms and conditions;
- 12.1.9. any other terms and conditions applicable to the products or services provided by the Bank, which you may utilise from time to time.
- 12.2. The agreement with the Bank defined in this paragraph is the whole agreement between you and the Bank and contains all the representations made by the Bank.
- 12.3. If a particular provision in any document making up the agreement is illegal, invalid or unenforceable, this will not affect any of the remaining provisions of the relevant document and this agreement.
- 12.4. The Bank may relax some of the provisions of the agreement or grant you an indulgence without affecting the validity of all other provisions of the agreement.

## 13. FNCCI Service Suite

- 13.1. **The following telephone banking services are available by calling the FNCCI Service Suite:**
  - 13.1.1. Account balances and interim statements;
  - 13.1.2. Transfers between linked accounts;
  - 13.1.3. Account payments;
  - 13.1.4. Scheduled payments.

## 14. Relationship Manager/Private Banker

- 14.1. A Relationship Manager/Private Banker may at the Bank's discretion be assigned to qualifying clients.
- 14.2. **The Relationship Manager/Private Banker will be authorised to execute any of the following instructions:**
  - 14.2.1. Request payments to be made
  - 14.2.2. Request funds to be transferred between accounts;
  - 14.2.3. Establish or close bank accounts;
  - 14.2.4. Request foreign exchange transactions to be effected; and
  - 14.2.5. Provide any other service that the Bank may offer from time to time.
- 14.3. The Relationship Manager/Private Banker will rely upon and act in accordance with any instruction, notice, demand or other communication which may be given by you to conduct transactions on your banking product/s with the Bank, whether by telephone, electronic mail or any other means. All payment requests received by Relationship Manager/Private Banker on behalf of yourself will require a verification process, whereby the FNCCI Service Suite support banker will call you to perform verification.
- 14.4. The Bank may request written confirmation of instructions given by means of telephone, facsimile, electronic mail or other electronic means, but may in its discretion accept such instructions without written confirmation.
- 14.5. If the Bank receives unclear or conflicting instructions, the Bank will not be required to act on those instructions until the ambiguity or conflict is resolved to the Bank's

satisfaction. If the Bank does act on those instructions, then you indemnify the Bank against any losses or liabilities that may result.

- 14.6. The Bank will effect instructions only during banking hours on a business day, being any day other than a Saturday, Sunday, official South African public holiday or Guernsey bank holiday.
- 14.7. The Bank will have the right to determine the method used to execute your instructions.
- 14.8. You indemnify the Bank against all losses, actions, claims, proceedings and liabilities sustained or incurred directly or indirectly by the Bank acting in good faith as your bankers and particularly (but without limitation) against liability arising out of the Bank acting on any instruction given by telephone, facsimile, electronic mail or any other electronic means and agree that the Bank will not be liable for any loss incurred by you as a result of so acting.

## 15. Contact Information and Complaints Resolution

- 15.1. Please contact us should you have any queries in relation to your FNCCI accounts.
- 15.2. If you are not satisfied with our products, services or any experience as it may pertain to FNB Channel Islands, or wish to lay a complaint, please contact our dedicated Service Suite.
- 15.3. If your query or complaint remains unresolved after 3 months, or we have provided you with a final decision and you remain dissatisfied, you may escalate your complaint to the Channel Islands Financial Ombudsman (CIFO) by sending an email to [complaints@ci-fo.org](mailto:complaints@ci-fo.org). Please note that the CIFO will only review a complaint once we have had an opportunity to do so in the first instance. Please refer to [www.fncci.co.uk](http://www.fncci.co.uk) or the Channel Islands Ombudsman website at [www.ci-fo.org](http://www.ci-fo.org), for further details.

## 16. Privacy Term/Personal Information

- 16.1. Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.
- 16.2. To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this term. The Privacy Notice can be found on our website, or you may contact us to request a copy.
- 16.3. In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- 16.4. **By utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:**
  - 16.4.1. conclude and fulfil contractual terms or obligations to you;



- 16.4.2. comply with obligations imposed by law; or
- 16.4.3. to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;
- 16.4.4. your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- 16.5. Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- 16.6. We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice which we strongly advise you to read.
- 16.7. For the purposes of this Agreement, the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties, together with contact details.
- 16.8. We will process personal information in accordance with this privacy term, our Privacy Notice and applicable legislation including the Data Protection (Bailiwick of Guernsey) Law, 2017 (as amended).
- 16.9. If you are not satisfied with how we are processing your personal data, you can make a complaint to the Office of the Data Protection Authority at [www.odpa.gg](http://www.odpa.gg).

## 17. Termination

- 17.1. In the normal course of business, we may close the banking product(s) and cancel this agreement at any time following the expiry of 30 days notice to you (where applicable). You may terminate the agreement by notifying us in writing.
- 17.2. In certain exceptional circumstances, but not without applying reasonable judgement, the Bank reserves the right to close the banking product(s) and cancel this agreement without notice.
- 17.3. All transactions/instructions submitted before termination will be carried out. We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination.
- 17.4. Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 17.5. If the account balance is in debit and the Bank has not recovered the amount owing after a period of time considered by the Bank to render the account overdue, the Bank may at its discretion write off the amount involved and/or record the debt against your name with any credit bureau or similar agency after the necessary notice has been given to you.

## 18. Customer alone carries risk of sending instructions by email or telephone

- 18.1. You may request that the Bank accept instructions from yourself by email and/or telephone.
- 18.2. You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using the Bank's other secure non-face to face Banking Channels like Online Banking.
- 18.3. These risks include the risk that the communication may be intercepted or changed without knowledge, or consent, or that unauthorised instructions may be sent to the Bank.
- 18.4. You agree to accept these risks.
- 18.5. The Bank will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against the Bank for any loss or damage you suffer because of this.
- 18.6. You agree to indemnify and hold the Bank harmless for any loss or damage that you or any other person may suffer because you chose to use these indirect communication methods.
- 18.7. You understand that the Bank will not be liable to you for any loss or damage that you suffer because you chose to use these indirect communication methods.
- 18.8. You will be legally liable to the Bank or any party for any loss or damage the Bank may suffer because of your decision to use these indirect communication methods.
- 18.9. The Bank will only be deemed to have received an instruction once it has actually confirmed receipt in writing or by telephone.
- 18.10. You will be liable if an instruction is sent more than once, and acted on by the Bank.
- 18.11. The Bank is also not liable for any errors, omissions or delays in transmission of any communication.
- 18.12. You hereby, as a separate and independent primary obligation, indemnify and hold the Bank harmless against all and any claims which may be made against the Bank by any person arising in any manner whatsoever out of or in connection with telephonic and/or email instructions given or purported to be given by you, including any loss, liability, damage, claim, cost or expense of whatsoever nature, and legal costs as between attorney and own client, which the Bank might suffer or incur in consequence of executing instructions given in such a manner.

## 19. Further products or additional accounts

- 19.1. When entering into the banking relationship with the Bank, you will be required to complete an application form. Please ensure that the information in the Bank's possession about you remains up to date at all times.
- 19.2. Where the need arises in future for additional products to be taken out, a new application form must be completed if:
  - The tax information we have on file for you is older than 3 months; or
  - The tax information we have on file for you has changed.

Provided the tax information we have for you has not changed and is not older than 3 months, we may waive the requirement to complete an application form and instead accept an email from you confirming the products you require.

- 19.3. By allowing you to request additional products without completing an application form, you indemnify the Bank against any loss, liability or damages you may suffer during the further account opening process. You also agree to be bound by the terms and conditions stated in the application form you completed when your relationship with us was first established.
- 19.4. We will endeavour to process this request for additional product(s) as soon as is reasonably possible. However, you may not hold the Bank liable for any losses suffered in the delay of the additional account being opened.
- 19.5. This paragraph must be read in conjunction with the paragraph regarding sending instructions by email and telephone.

## 20. Acceptance by Client

### 20.1. Your acceptance of the banking product/s and these terms and conditions shall be signified by:

- 20.1.1. signing the application form
- 20.1.2. transacting on your account;
- 20.1.3. using any of the access mechanisms or Banking Channels.

## 21. General Provisions

### 21.1. Default

- 21.1.1. Any of the following acts will place you in default of the banking product/s:
  - 21.1.1.1. failing to pay any amount owing to the Bank when it is due;
  - 21.1.1.2. exceeding the available balance in the particular account;
  - 21.1.1.3. any breach of the FNBCI banking product/s or any other banking product/s with the FirstRand Banking Group is committed or allowed by you;
  - 21.1.1.4. a judgment is given against you and is not satisfied within 10 (ten) days of you or the Bank becoming aware of it;
  - 21.1.1.5. you commit an act of insolvency provided for in applicable legislation governing insolvency or any other applicable legislation and you are declared to be en état de désastre ;
  - 21.1.1.6. you are provisionally or finally sequestrated/bankrupt (whether voluntarily or compulsorily), placed under judicial management or administration or, being a trust, the vesting date has arrived;
  - 21.1.1.7. you have furnished information in the application that is incorrect or you have failed to disclose material

information that would have influenced the Bank's decision to grant any banking product/s;

- 21.1.1.8. you generally do or allow anything to be done that may prejudice the Bank's rights or interests;
- 21.1.2. If you are in default of this banking product, then the Bank may withdraw the banking product/s and claim immediate repayment of the full outstanding balance, or terminate your banking product/s without affecting any of its other rights.
- 21.1.3. Default administration charges, if applicable, can in the case of default be charged by the Bank;
- 21.1.4. **The following process will be followed should your banking product/s remain in default for a period longer than 20 (twenty) days:-**
  - 21.1.4.1. The Bank will draw such default to your notice in writing affording you 7 (seven) days to rectify such default.
  - 21.1.4.2. Should you not rectify your default within the requisite time period as set out in the aforesaid paragraph, or alternatively avail yourself of any other measure as set out above, your banking product/s will be handed to attorneys for recovery.

### 21.2. Jurisdiction

The law governing the relationship you hold with the Bank will be that of the Bailiwick of Guernsey. By holding an account with the Bank, you agree to be bound by the principles of such jurisdiction. The Bank may at its own discretion, change the jurisdiction in which the account is held. The Bank will provide you with at least 30 days' notice before changing the jurisdiction of the office where the account is held.

### 21.3. Address

- 21.3.1. We may communicate with you using any means.
- 21.3.2. We will send any communications to the last email address; telephone, mobile phone or fax number we have on record for you or that is known. We may also communicate with you using our website, the Banking Channels or by means of a publication/advertisement in the media.
- 21.3.3. **The parties choose, for the purposes of legal proceedings and for the purposes of giving any notice in terms hereof, the following addresses:**
  - 21.3.3.1. You: the address, including the fax number and email address (if applicable), set out in the application form completed by you from time to time, which address you select as your chosen domicilium citandi et executandi.
  - 21.3.3.2. You may add to, delete or otherwise change any address previously furnished to the Bank by completing the full details of the new address in the format required by the Bank. A new proof of address will be required (in original or certified copy).
  - 21.3.3.3. You acknowledge that any addition, deletion or change to the address may take approximately 2 (two) days to be processed.

- 21.3.3.4. The Bank: La Plaiderie House, La Plaiderie, St Peter Port Guernsey GY1 1WF.
- 21.3.4. **Any notice given in terms hereof will be in writing and be deemed to have been received:**
- 21.3.4.1. on the date of delivery if delivered by hand during normal business hours;
- 21.3.4.2. on the seventh business day following posting if posted by either pre-paid registered post or ordinary mail, as the case may be;
- 21.3.4.3. on the date appearing on the transmission report generated by the fax machine if sent by fax;
- 21.3.4.4. on the date of transmission if sent by electronic mail.
- 21.3.5. Any notice excluding notices for the purposes of legal proceedings may be sent by ordinary mail.
- 21.3.6. Any written notice actually received will be adequate written notice.
- 21.3.7. Each party may change its address for service to another physical address by giving 14 (fourteen) days written notice to the other party.
- 21.3.8. Changes to any other details need to be made as soon as possible by contacting the FNBCI Service Suite.
- 21.3.9. Any notices or correspondence we make available on our website or in the media will be considered to have been received by you on the date it was published.
- 21.4. **Certificate**  
A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute prima facie evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to this/these product/s. Such certificate shall be prima facie proof of the contents thereof for the purpose of provisional sentence, motion proceedings, default judgment proceedings or any other legal proceedings by the Bank against you in terms hereof.
- 21.5. **Cession**
- 21.5.1. You may not cede any rights or delegate any obligations in terms hereof without the Bank's prior written consent.
- 21.5.2. The Bank or any person to whom its rights or obligations have been ceded, delegated or assigned, may cede, delegate or assign any of its rights or obligations to any person or to more than one person, even if it would result in a splitting of claims. Should this happen, you will be notified thereof in writing and such cession, delegation or assignation will take effect 8 (eight) days after such notification.
- 21.6. **Waiver**  
No relaxation or indulgence granted by the Bank to you shall be deemed to be a waiver of any of the Bank's rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of the banking product(s).
- 21.7. **Exchange Control**  
You warrant to the Bank that the granting of the banking product(s) will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with the relevant Exchange Control requirements (where applicable).
- 21.8. **Information**
- 21.8.1. The Bank may verify the information in any application form and make whatever enquiries it deems necessary from any source.
- 21.8.2. The Bank will be entitled to furnish any information in relation to the banking product/s and your compliance or otherwise with the conditions to other banks or to any credit bureau, and may obtain such information from other banks or any credit bureau, subject to any applicable legislation or Code of Conduct or Practice.
- 21.8.3. You are required to ensure that the information we have on record for you is up to date.
- 21.9. **Prevention of Money Laundering:**
- 21.9.1. **The Bank endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this, the Bank can do any of the following things if we consider it is necessary to do so, or if Guernsey, South African and other international laws, rules regulations restrictions and policies ("the laws") require us to do so:**
- 21.9.1.1. The Bank will verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. The Bank will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- 21.9.1.2. The Bank can refuse to do business with any person or entity that it considers undesirable.
- 21.9.1.3. The Bank will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- 21.9.1.4. The Bank can end its relationship with you without any prior notice.
- 21.9.1.5. The Bank can close your account/s without any prior notice.
- 21.9.1.6. The Bank can monitor any transactions and instructions.
- 21.9.1.7. The Bank can request further information before acting on any

instruction or transaction. The Bank can verify any transaction or instruction or recipient before processing it. This may result in a delay in the Bank carrying out the instruction.

- 21.9.1.8. The Bank can refuse to carry out any instruction or transaction without having to provide an explanation.
- 21.9.1.9. The Bank can place a hold on any account or facility without having to provide an explanation.
- 21.9.1.10. You agree to assist the Bank to comply with the laws by providing it with all the information and documents the Bank requires. If you fail to do so or provide false information the Bank can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction, freeze your account and can also end the relationship with you.
- 21.9.1.11. If we must close your account in terms of this agreement, we will notify you, only where required, before we close your account. If you do not provide us with instructions regarding any available balance in your account, it will be transferred to the Bank's suspense account for safe-keeping and your account will be closed. From the time your account is closed you will not earn any interest (if applicable) on any available funds transferred into our suspense account. You have the right to claim the available funds (without interest) for a period of 60 years from the date on which your account was closed.
- 21.9.1.12. The Bank will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if the Bank does any of the things mentioned in this agreement, or anything else necessary to comply with the laws.

#### 21.10. Recording of telephonic conversations

For security reasons telephonic conversations may be recorded for the exclusive use of the Bank.

#### 21.11. Fraud

In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your account or stop a service without notice to you. Should you suspect that fraud has been committed on your account, you must immediately contact the FNBCI Service Suite .

#### **The FNBCI Service Suite is available within the following operating hours (UK operating times and public holidays)**

- Mon - Fri: 06:00 - 17:00
- Sat: 06:00 - 12:00
- Sunday & South African public holidays : Closed - please e-mail [info@fnbcibankci.co.uk](mailto:info@fnbcibankci.co.uk). Alternatively you may contact the 24 hour fraud line on 087 575 9444 (RSA only) or +27 11 369 2924 (Outside South Africa).

#### 21.12. Tax Disclaimer

- 21.12.1. The Bank does not provide any advice to you in relation to any tax issues related to any Services or Products offered by us. You should obtain independent tax advice with respect to the tax implications thereof prior to entering into any transaction with us.
- 21.12.2. We cannot provide any guarantee with regards to the tax relief and/or confirm that the current tax treatment will remain the same in the future. You hereby indemnify and hold us harmless in respect of any income tax or other tax, levy or duty of whatsoever nature in respect of which you may become liable in your country of residence or in Guernsey or in any other country which may become payable pursuant to anything done by us on your behalf in terms of these terms and conditions.
- 21.12.3. You must also pay all applicable VAT, stamp duty, stamp duty reserve tax and any other taxes, levies or transaction costs to the extent it is applicable.
- 21.12.4. You will at all times be fully responsible for payment of all other taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the banking products we offer you or in respect of your money and investments with us.
- 21.12.5. Where obliged by legislation, the Bank may be required to report your financial account/s to any relevant Revenue Authorities as required by the US Foreign Accounts Tax Compliance Act (FATCA); the Automatic Exchange of Information (AEOI), also known as Common Reporting Standards (CRS); and any other exchange of information agreements or other disclosure requirements from time to time.
- 21.12.6. You agree to supply us with your tax information as required for us to comply with our obligations referred to above. Should you fail to do so, the Bank may freeze your account/s and you will be unable to transact.

#### 21.13. General Disclaimer

- 21.13.1. You shall compensate us for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by us as a result of or in connection with:
  - 21.13.1.1. Your breach of these terms and conditions;
  - 21.13.1.2. Our entering into any transaction or contract; or
  - 21.13.1.3. Our taking any of the steps which we are entitled to take in an event of default, unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of our gross negligence or willful default.

#### 21.14. The Bank is not legally responsible to you for service interruptions because of things that occur that are outside of its control

- 21.14.1. At certain times, the Bank can be prevented from providing banking or other services, products,

or goods to you or fulfilling its obligations to you because of things that are outside of its control. This includes, but is not limited to, involuntary interruptions such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, or any other events outside its reasonable control. In such cases the bank will not be responsible for any failure to perform any of its obligations to you, and its obligations will be suspended, for as long as such interruptions continue.

21.14.2. We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so.

21.14.3. We will not be legally responsible to you for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.

## 22. Savings Accounts General Terms and Conditions

22.1. We can change the required balances, minimum deposits, fees, and/or penalty fees that apply to this account from time to time. We will notify you at least 20 working days on [www.fnbc.co.uk](http://www.fnbc.co.uk) before we do this.

22.2. You can request income tax certificates showing the interest you have earned on the account(s). We may at our discretion email a certificate to you.

22.3. Unless the account rules say otherwise, we will determine the interest rate that will be used to calculate interest on your savings and this rate will change from time to time. Unless stated otherwise changes to the interest rate will take effect immediately. You will only earn interest if the funds in your account are more than the minimum balance you must deposit and/or keep in your account. You can get information about the interest rates that apply to your account by contacting us or visiting our website. The interest rate quoted will always reflect what you will earn on an annual basis. If the date on which we must pay you interest falls on a Sunday or official South African public holiday, we will pay you the interest on the next business day.

22.4. For Notice Accounts, the first day for the notice period is calculated from the date the instruction is given.

22.5. Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) your rights arising from your savings as security for loans without our consent.

22.6. While the bank will always endeavor to provide suitable products and services, it remains your responsibility to ensure that the products you have chosen meet your savings and investment needs and objectives.

## 23. inContact Terms and Conditions

23.1. Please refer to the separate terms and conditions which apply to the inContact notification services.

## 24. Joint Account Terms and Conditions

24.1. These terms and conditions apply to FNBCI Joint Accounts. They form a binding agreement between you, the joint account holders, and the Bank. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. By using the Joint Account offering you agree to be bound by these terms and conditions.

24.2. A single Joint Account Application form will need to be signed by each party who will be linked to the Joint Account.

24.3. In order to open a Joint Account you will be required to fill out the Joint Account Application form and provide the information outlined in the document and if applicable, details required for FATCA and/or CRS reporting (as per the individual application form) for each Joint Account Holder. From time to time we may require additional documentation as per regulatory requirements. In addition to this, if a Joint Account Holder is to be added to the Joint Account, the personal details of the new account holder are to be completed on the Joint Account application form and additional documentation will be required by the Bank. All new holders will need to successfully pass the Customer Due Diligence assessment in order for the Joint Account application to be successful.

24.4. You can only open a Joint Account once you complete the Bank's Joint Account Application form. The form is made available via Online Banking, your Private Banker or the FNBCI Service Suite. When you or another Joint Account Holder are named as the holders of a Joint Account together in the books of the Bank, you acknowledge that you and such other holder/s hold and own the Account jointly (with right of survivorship).

24.5. You and all other Joint Account Holders acknowledge that each of the holders who hold the Joint Account together, shall have all of the rights and be subject to all of the obligations in respect of that Account.

24.6. You and all other Joint Account Holders acknowledge that any of the Joint Account Holders are authorised to instruct the Bank to execute all transaction types on the Account which is in accordance with all Joint Account Holders powers of signature or instruction set out in the Mandate/application form.

24.7. The Mandate for any Account held jointly can only be changed by written notice to the Bank signed by all of the Joint Account Holders in relation to that particular Account.

24.8. A Joint Account can only be held if there is a minimum of two holders and a maximum of four holders. Should only one Joint Account Holder remain, then the account will be converted from a Joint Account to a single profile account.

24.9. All existing account rules for accounts held with the Bank apply to Joint Accounts and the contents of these specific terms and conditions for Joint Account must be read with, understood, and agreed to alongside the rest of the terms and conditions applicable in the rest of this document.

24.10. If you require one of our Joint Savings Accounts (includes a 32 Day Notice and/or a Fixed Deposit Account), you will be required to open a Joint Current/Call Account to have the notice /maturing funds paid into. All parties linked to the account are equally liable for every single transaction or maintenance performed on the account. If there are

legal disputes between the Joint Account Holders, or there is a claim against the account by the Bank or any third party, all account holders are equally liable for every single transaction or maintenance performed on the account.

- 24.11. The Bank is not to be held liable for any legal dispute that is potentially under way when any activity is performed on the account. The bank will continue to provide the necessary banking support and functionality as agreed upon by both the bank and the Joint Account Holders.
- 24.12. Each member of the Joint Account shall be jointly and severally responsible for all transactions performed or claims against the account. The Bank may elect to recover from any one or more Joint Account Holders, the full amount of any collective liability of the Joint Account under this agreement, and the Bank may bring a separate action against any one or more Joint Account Holders with respect to any such liability.
- 24.13. OTPs for payments made via Online Banking will be sent to the individual making the payment.
- 24.14. OTPs for third party payments (i.e. external web purchases) will only be sent to the individual making the payment.
- 24.15. Welcome letters will be sent to all members linked to the Joint Account as instructed on the Joint Account application form.
- 24.16. All members linked to the Joint Account will be issued with their own Debit Card, where a Debit Card is available on the specified product applied for, if instructed on the Joint Account application form.
- 24.17. The Joint Account Holder will be able to view and maintain their own Debit Card via Online Banking only.
- 24.18. All linked parties to the Joint Account will have full access to the account.
- 24.19. Each Joint Account Holder has the ability to order, activate and cancel their own existing Debit Card.
- 24.20. You are referred to clause 22.7 above for Exchange Control Warranties and Requirements applicable to owning FNBCI Joint Accounts.
- 24.21. All Product Rules applicable to FNBCI Joint Accounts must be read with these terms and conditions.
- 24.22. In the event of the death of a Joint Account Holder, the balance and any item held on the Joint Account by the Bank, whether by way of security, for safe custody collection or any purpose whatsoever, will pass by right of survivorship to the surviving Account Holder(s) on production of an original or certified death certificate without the need for grant of probate.
- 24.23. Each Joint Account Holder acknowledges that the law which applies to them as individuals in relation to their estate on death may differ from Guernsey law and agrees that they shall inform the Bank by completing the necessary form if they are incapable of bequeathing assets by survivorship.
- 24.24. The Bank shall not be liable to any of the Deceased Joint Account Holders heirs, inheritors or successors for any transaction(s) or claims in respect of such transactions undertaken either through an Account of the deceased Account Holder or on behalf of the deceased Account Holder prior to receipt by the Bank of a notification of such Joint Account Holder's death.
- 24.25. The Bank reserves all of its rights to and in respect of funds arising out of any lien, charge, set-off, pledge or any other encumbrance, claim(s), counterclaim, actual/contingent/otherwise and to take any necessary steps deemed necessary regarding a credit balance. Payments made by the Bank to a surviving Joint Account Holder

or to a competent court of jurisdiction shall constitute a complete discharge of the Bank's obligations binding on all of the Joint Account Holders, their representatives and/or successors.

**24.26. All of the the Joint Account Holders are jointly and severally liable to immediately advise the Bank if any of the following events occur:**

- 24.26.1. Any Joint Account Holder is declared bankrupt or insolvent in any jurisdiction or is unable to pay the Account Holder's debts as they fall due. In the event that the bank identifies or receives confirmation of an insolvent Joint Account Holder, the bank may freeze the account if needed. The onus is on the client that once notification is received of freezing of the account, all debit or credit payments made to the account prior to freezing of the account be cancelled. The bank is not held liable for any failed transactions;
- 24.26.2. Any Joint Account Holder is in any jurisdiction under investigation in respect of any allegation of, or relating to, financial impropriety or insider dealing;
- 24.26.3. Where there are instances of corporate misconduct, breach of international sanctions, corruption, money laundering, drug trafficking or other illegal goods and/or terrorism;
- 24.26.4. Any steps have been taken in any jurisdiction by the Joint Account Holder, or in so far the Account Holder is aware, by any other person with a view to the winding up or dissolution of a Joint Account Holder;
- 24.27. In the event of a death, insolvency or marital dispute of any of the Joint Account Holders, the laws that govern such disputes in Guernsey will apply directly to the remediation of such disputes and such Joint Account Holders will be obliged to comply with the requirements, laws and rules of that particular jurisdiction.
- 24.28. In the event of a removal of a Joint Account Holder from a Joint Account, the below rules will apply to all Joint Account Holders:**
- 24.28.1. Removal of one or more Joint Account Holders will only suffice as a completed action upon confirmation from the bank to the remaining Joint Account Holders and only one instruction is to be provided to the bank by each Joint Account Holder i.e. only one removal per application.
- 24.28.2. Should a Joint Account Holder wish to remove themselves as a holder of the Joint Account, he/she must fill in the form for "Removal of Holder from Joint Account" and such form must be signed by all Joint Account Holders. The Joint Account Holder that has agreed to be removed will be contacted as part of the verification and validity process for removal of a holder.
- 24.28.3. Joint Account Holder may be removed from a Joint Account at any point subject to two or more Joint Account Holders remaining on the Joint Account.
- 24.28.4. Once a party is removed from an account(s), he/she will no longer be able to have any access to the Joint Account or to any credit balance on the account.
- 24.28.5. It is the responsibility of the removed Joint Account Holder to cancel all scheduled payments into and from the account and withdrawals from

the Joint Account as applicable and to notify the remaining Joint Account Holders in such an event. Joint Account Holders will need to ensure that any outstanding cheques or transactions to be scheduled are to be cancelled.

- 24.28.6. The removed Joint Account Holder is to return or destroy Debit Cards that were issued in his/her name on the Joint Account.
  - 24.28.7. The removed Joint Account Holder has no claim or rights to the credit balances of the Joint Account or has right or claim against the existing Joint Account Holders.
  - 24.28.8. The removed Joint Account Holder is no longer liable for any debit balances on the Joint Account or has any right or claim against the existing Joint Account Holders.
  - 24.28.9. It is the responsibility of all Joint Accounts holders (including the party being removed) to ensure that the necessary cancellations of automatic debit orders (if applicable) take place.
  - 24.28.10. The removed Joint Account Holder holds the Bank harmless from any actions taken by any party as a result of such party having made a request and the bank having acted upon it.
  - 24.28.11. The removed Joint Account Holder agrees that the Joint Account that he/she as a Joint Account Holder belong to will be removed and not appear on his/her Online Banking profile.
- 24.29. **In the event of Account Suspension the below rules will apply to all Joint Account Holders:**
- 24.29.1. The Bank will only accept a joint instruction from all individuals linked to the Joint Account to freeze the Joint Account for any reason. The Joint Account Holders will need to ensure that any outstanding cheques or transactions to be scheduled are to be cancelled. The Bank will not be held liable for any processing failure of such related transaction.
  - 24.29.2. The Bank may also accept an instruction from a competent court of law upon a dispute to freeze the account. The Joint Account Holders will ensure that any outstanding transactions to be scheduled are to be cancelled upon receipt of instruction to freeze the account. The Bank will not be held liable for any processing failure of such related transaction.
- 24.30. **Closure of Joint Account**
- 24.30.1. Standard rules as mentioned in clause 18 of our General Terms and Conditions ('Termination') also apply to Joint Account Termination.
  - 24.30.2. Post account closure, the bank will not be held liable for any processing failure of a transaction.
  - 24.30.3. Any debit balances still outstanding on the Joint Account upon request of Joint Account closure will need to be settled in full. All linked Joint Account Holders will be held liable for any debit balances.
  - 24.30.4. Where there is a request by all the Joint Account Holders to close the account, the Bank will process the request stipulated on the applicable form and the Joint Account Holders must give written instructions to the Bank on where the credit balance must be transferred. If no instruction is provided for the processing of the credit balance, the balance will be split equally among the current Joint Account Holders.

## 25. FNB Channel Islands Debit Cards

These rules apply to your use of the FNB Channel Islands Account Debit Card issued by the Bank. These rules will apply to you from the time you apply for or use the card. These rules form an agreement between the account holder ("the customer"), and the Bank.

### 25.1. Rules for channel islands account Debit Cards

- 25.1.1. The card can only be linked to one FNB Channel Islands Account.
- 25.1.2. Only one card per FNB Channel Islands Account will be issued per account holder and the account holder will not be allowed to request secondary cards for additional cardholders.
- 25.1.3. The card will use funds deposited into your Channel Islands Account.
- 25.1.4. **Use Restrictions - this card (together with the PIN) may be used to do the following:**
  - 25.1.4.1. To withdraw cash from a ATM and selected payment terminal devices;
  - 25.1.4.2. To get an account balance at a ATM or selected POS devices;
  - 25.1.4.3. To pay for goods and services from merchants who accept the relevant card, online or at a payment terminal;

### 25.2. Steps you must take to safeguard the card and pin

- 25.2.1. To prevent unauthorised transactions on your account, you agree to take all reasonable steps to safeguard the card and any personal identification number (PIN) that is associated with the card. You must do the following:
  - 25.2.1.1. You must comply with all security requirements and recommendations from the Bank from time to time;
  - 25.2.1.2. You must change any PIN the Bank issues to you immediately;
  - 25.2.1.3. You must not share your PIN with anyone;
  - 25.2.1.4. You must keep the PIN secret and separate from the card;
  - 25.2.1.5. When you receive the card, you must immediately sign the back of the card with a ballpoint pen;
  - 25.2.1.6. Only the person named as the authorised account holder may use the card. You may not transfer the card to any other person or allow any other person to use the card;
  - 25.2.1.7. The card may not be used for any illegal transactions. You alone are responsible for ensuring that a transaction is lawful;
  - 25.2.1.8. You must use the PIN and/or sign a transaction slip as required by the merchant of any goods or services;
  - 25.2.1.9. When a card has expired, you must destroy the card by cutting through the magnetic strip and/or chip;
- 25.2.2. **You must notify the Bank immediately if any of the following happens or if you think they might have happened:**

- 25.2.2.1. The card is lost or stolen;
- 25.2.2.2. Someone has obtained the PIN;
- 25.2.2.3. You become aware of unauthorised transactions on the account.
- 25.2.3. Only the accountholder may set and change transactional limits that apply to the card.
- 25.3. **Replacement and expiry of the card**
  - 25.3.1. The card is valid until the last day of the month of the expiry date shown on the card as valid date. You may only use the card during this period. At no given time may you be in possession of more than one active card per FNB Channel Islands Account and you may not request any secondary cards. You may request the Bank to issue a replacement card if your agreement with the Bank still applies and the card is lost, stolen or damaged. You must confirm if the same limits apply to the replacement card.
  - 25.3.2. You may request the Bank to issue a renewal card if your agreement with the Bank still applies and the card expires. In certain cases, the Bank will issue the renewal card automatically. You must confirm if the same limits apply to the renewal card. The Bank may deliver the card to you or you may collect a renewal card from your relationship manager/private banker, once the Bank has verified your identity.
- 25.4. **The bank's right to debit the account or decline transactions**
  - 25.4.1. You will be held legally responsible for all transactions done with your card which include, but are not limited to:
  - 25.4.2. Transactions at Automated Teller Machines (ATM's);
  - 25.4.3. Transactions at payment terminals;
  - 25.4.4. Transactions done via electronic methods which include, but are not limited to, the internet or telephone.
  - 25.4.5. If there are insufficient funds in the account, the Bank can decline a request to authorise a transaction.
- 25.5. **Disputes with merchants**
  - 25.5.1. **A dispute between you and any merchant of goods/services will not affect the Bank's right to debit (charge) the account and/or receive payment of the transaction amount from you. You do not have the right to:**
    - 25.5.1.1. instruct the Bank to refuse to pay the merchant; or
    - 25.5.1.2. request a charge-back of payment already made to the merchant, for goods purchased or services obtained with the card, or
    - 25.5.1.3. have any claim, or institute any counter claim against the Bank, or to apply set-off against the Bank.
  - 25.5.2. **Any payment that the Bank has made to a merchant for any transaction is final and irreversible, unless:**
    - 25.5.2.1. allowed by the card issuer rules and regulations, as published by the card issuer from time to time, or
    - 25.5.2.2. there was duplication in payment due to human and/or technical error by the merchant;
    - 25.5.2.3. you can provide proof that you attempted to resolve the dispute with the merchant according to the agreement between you and the merchant.
  - 25.5.3. You must raise any card-related disputes within 30 (thirty) days after the transaction date. Disputes can be made by contacting the FNBCI Service Suite.
- 25.6. **Charges, fees and other costs**
  - 25.6.1. There is no charge for the first issue of the Channel Islands Account Debit Card.
  - 25.6.2. The Bank may charge a card delivery fee.
  - 25.6.3. The Bank may charge you for withdrawals.
  - 25.6.4. The Bank may charge you a card replacement fee if the card is lost, stolen or damaged.
  - 25.6.5. **The Bank may charge the following fees:**
    - 25.6.5.1. a fee for each transaction (where applicable) made with the card, as advised by the Bank from time to time;
    - 25.6.5.2. government levies (charges and taxes) where applicable;
    - 25.6.5.3. a dispute fee, if you raise a dispute against a merchant for any purchase/ transaction, and the purchase/ transaction is proved to be correct;
    - 25.6.5.4. a voucher fee for any request made to the Bank to obtain a duplicate voucher from a merchant (if available); and
    - 25.6.5.5. a declined card transaction fee i.e. the bank may charge a fee for transactions declined due to insufficient funds for Online, Point of Sale, and ATM card transactions (please refer to the current pricing guide on our website for more information). Please note that an additional fee may also be levied by the Merchant's Bank or the ATM's Bank for these declined transactions. This fee is not levied by us and is therefore not within our control.
  - 25.6.6. The Bank's fees are set out in the FNB Channel Islands pricing guide which is available on [www.fnbc.co.uk](http://www.fnbc.co.uk). The Bank may at any time amend or introduce new fees and charges for the use of the card. The Bank will give you reasonable notice of this. Information about disputes and voucher fee(s) is available from the FNBCI Service Suite.
- 25.7. **Your liability**
  - 25.7.1. **You will be legally responsible (liable) for:**
    - 25.7.1.1. all unauthorised card-based transactions until the Bank has been notified of the loss or theft of the card;
    - 25.7.1.2. any unauthorised transaction that has been debited (charged) to the account by any person other than the accountholder using the PIN, unless you can prove that such person did not obtain the PIN because of your negligence;



25.7.1.3. any unauthorised transaction that has been debited (charged) to the account by any person other than you using the card for purchases/transactions made on the internet, by mail order, telephone / or electronically, unless you can prove that such person did not obtain the card or card number because of your negligence.

25.7.2. The Bank is not responsible for any loss you may suffer because of a failure, temporary breakdown or malfunction of any ATM or Payment terminal or other card payment device where applicable, resulting from circumstances beyond the Bank's reasonable control.

## 25.8. Termination

25.8.1. If this agreement is terminated, you remain fully indebted to the Bank for all fees and charges and all card transactions (where applicable) remain due and payable, subject to any arrangements in place on the account.

25.8.2. If you request the Bank to close the account, the card must be destroyed by cutting through the magnetic strip and/or chip immediately. The account will not be closed until all outstanding transactions associated with the use of the card as set out in clause 1 have been settled.

## 25.9. Contactless chip & pin card

25.9.1. A "Contactless Chip & PIN" card is a bank card with an embedded chip and antenna.

25.9.2. When you are issued with a contactless Chip & PIN Debit Card you may be required to merely scan your card within the wireless range of the point of sale device depending on the value of the transaction.

25.9.3. Some merchants may require you to sign a slip. Certain transactions may require you to dip or swipe your card at the point of sale device and may require you to enter your PIN.

25.9.4. The contactless functionality will only be available at selected merchants on transactions up to a limit based on your individual profile, which the Bank may change at its discretion.

25.9.5. If you have more than one contactless card, please ensure you present one card for payment, to avoid collision transactions, which is when both cards are debited for the same transaction.

25.9.6. Certain functionality may differ for international contactless payments on the Channel Islands Account Debit Card.

## 25.10. General

25.10.1. The card remains the Bank's property.

25.10.2. The card is VISA branded, issued by the Bank under license of VISA.

25.10.3. The Bank may from time to time amend these rules, by notifying you of the changes on 20 (twenty) days' notice. If you are not happy with the changes, you have the right to end the agreement prior to the expiry of 20 (twenty) days after notification of the changes has been sent to you. The changes will be binding on you and will form part of the agreement upon expiry of the 20 (twenty) day period.

25.10.4. You consent to us sharing your personal information with any third party appointed by us and who is necessary in order to carry out any required services so as to fulfil our obligations under this agreement, such as our appointed couriers.

25.10.5. Subject to the clause below, any transaction or payment made in a currency other than GBP, will be debited to the account at the card scheme's prevailing rate of exchange on the date of settlement. The transaction will be shown on your account statement in GBP. Be aware that merchants may not authorise/process the transaction on the date of the transaction or payment which may result in exchange rate differences for which the account holder will be responsible.

Subject to the exclusions listed below, for cross-currency transactions or payments of up to \$100,000 USD which are authorised immediately and then cleared and settled within 8 (eight) calendar days from the date of the transaction or payment in a currency other than GBP, the rate of exchange applied will be the rate at the date and time of the transaction or payment. Excluded transactions will be subject to the rate of exchange applicable at the date of settlement and will include, but are not limited to, transactions that are not cleared and settled within 8 (eight) calendar days, where merchants do not place an "authorisation hold on the transaction ("offline transaction authorisation"), transactions made in respect to payment for accommodation, car rental services, ticket purchases for airlines, transaction reversals, transaction disputes, as well as transactions where the initial amount is adjusted (but not cancelled and presented with the new amount).

A currency conversion fee may apply to cross-currency transactions or payments, which will be charged and added to the transaction amount.

25.10.6. Sharing of updated card details – Visa Account Updater service.

25.10.6.1. When new card details are issued, e.g. your FNBCI debit card is renewed or replaced, your updated card information, in line with our compliance obligations to Visa, will be shared and processed in connection with the Visa Account Updater ("VAU") service in accordance with the applicable data privacy laws, as amended from time to time. Your updated card information is provided, in the form of automatic updates, to participating account-on-file merchants (service providers that store your card details) to ensure payment continuity and uninterrupted ecommerce transactions.

25.10.6.2. Should you receive a replacement card because of loss or theft, your new card information will not be shared and processed in connection with Visa's

- Account Updater service. It remains your responsibility to update your card information with each of your account-on-file merchants (service providers that store your card details).
- 25.10.6.3. Should your card be cancelled and no longer active, this information will be updated with your account-on-file merchants prior to a transaction being attempted, preventing transactions from being processed on your cancelled/inactive card.
- 25.10.6.4. Please note that not all account-on-file merchants (service providers that store your card details) participate in the VAU service. It remains your responsibility to provide your updated card information to these merchants. The Bank will not be liable for any loss of damages suffered as a result of declined payments because card information was not updated.
- 25.10.6.5. You are responsible for ensuring that your account-on-file merchants (service providers that store your card details) are maintained, e.g. removing your card details if you no longer need to make payments to the merchant.
- 25.10.6.6. You remain liable for all transactions as indicated in these terms and conditions. While the Bank will take reasonable steps to ensure the service is provided as expected, the Bank will not be liable for any loss or damages suffered arising from the use of this service.

- 26.2. The Scheme only applies to 'qualifying deposits', which broadly means deposits made by natural persons for their own benefit; with a few limited exceptions such as, for example, deposits made by trustees of retirement annuity trust schemes; the Scheme does not apply to companies, trusts or limited partnerships.
- 26.3. The Scheme will provide compensation in the event that a Licensed Bank is unable to repay its depositors. Under normal circumstances, payment will be made within 3 months of receipt of a valid claim form.
- 26.4. Compensation is limited to a maximum of £50,000 per individual claimant; in the case of a joint account each depositor would be entitled.
- 26.5. Total Scheme compensation in any five year period is limited to £100 million. If claims exceed this cap, compensation would be reduced pro rata. The cap also means that compensation in respect of any one bank cannot exceed £100 million.
- 26.6. The amount payable may be reduced if the Bank has any relevant security against the account. The Scheme is entitled to recover compensation from any funds subsequently paid out by the Bank.

Further information and a leaflet about the Scheme is available at:

- **Website:** [www.dcs.gg](http://www.dcs.gg)
- **Telephone:** +44 (0) 1481 722 756
- **Post:** P.O. Box 380, St Peter Port, GY1 3FY

## 26. Guernsey Banking Deposit Compensation Scheme

- 26.1. As a Licensed Bank in Guernsey, the Bank is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Scheme") established by the Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 as amended (the "Ordinance"). The following is a brief summary of the Scheme, but is not intended as a substitute for the actual wording of the Ordinance, a copy of which is available on request.